

U.S. Department of Labor

Office of the Senior Procurement Executive
Office of the Assistant Secretary for Management and Administration
Washington, D.C. 20210



May 29, 2025

Susan Larson
President
Adams and Associates, Inc.
sent by email

Subject: NOTICE OF TERMINATION FOR CONVENIENCE OF DOL CONTRACT NO. 1605JW-25-C-0002 FOR OPERATION OF THE ATTERBURY JOB CORPS CENTERS

Dear Contractor:

You are hereby notified that the subject contract is being terminated completely for the Government's convenience in accordance with contract clause FAR 52.249-1, *Termination for Convenience of the Government (Fixed Price)*. Effective immediately, all work required by the contract, including the contract's Statement of Work, Section C, is hereby terminated, with the exception of work necessary to provide a safe, orderly, and prompt shutdown of center operations, as further described in Attachment I of this Notice.

You shall begin immediately all work necessary to provide a safe, orderly, and prompt shutdown of center operations, as described in Attachment I. That shutdown work shall be completed not later than 11:59 P.M. the Center's local time on June 30, 2025, at which time the contract shall be considered terminated in its entirety.

Pursuant to this termination notice, you shall immediately take the following steps:

(1) As noted above, stop all work except for—

(i) Actions reasonably necessary, as part of a safe, orderly and prompt shutdown of operations at the Job Corps Center, to protect the life, health, and welfare of Job Corps students, and to carry out the orders of the Contracting Officer in this Notice, in Attachment 1 of this Notice, or in any future written order of the Contracting Officer;

(ii) Work-in-process that the Contracting Officer authorizes you in advance and in writing to continue (A) for safety precautions, (B) to clear or avoid damage to equipment, or (C) to prevent any other undue loss to the Government. (If you believe this authorization is necessary or advisable, immediately request written instruction from the Contracting Officer.)

(2) Place no further subcontracts or orders (referred to as subcontracts in FAR 52.249-1) for materials, services, or facilities, except as necessary to carry out the orders of the Contracting Officer in this Notice, in Attachment 1 of this Notice, or in any future written order of the Contracting Officer.

(3) Terminate all subcontracts to the extent they relate to the work terminated. Furnish notice of termination to each immediate subcontractor and supplier that will be affected by this termination. In the notice—

(i) Specify your Government contract number;

(ii) State whether the contract has been terminated completely or partially;

(iii) Provide instructions to stop all work, make no further shipments, place no further orders, and terminate all subcontracts under the contract, subject to the exceptions in subparagraph (1) above;

(iv) Provide instructions to submit any settlement proposal promptly; and

(v) Request that similar notices and instructions be given to its immediate subcontractors.

(4) Assign to the Government, if and as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(8) Use your best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; *provided*, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(9) Keep adequate records of your compliance with subparagraphs (1) to (8) above showing the—

(i) Date you received the Notice of Termination;

(ii) Effective date of the termination; and

(iii) Extent of completion of performance on the effective date.

(10) Notify the Contracting Officer of all pending legal proceedings that are based on subcontracts or purchase orders under the contract, or in which a lien has been or may be placed against termination inventory to be reported to the Government. Also, promptly notify the Contracting Officer of any such proceedings that are filed after receipt of this Notice.

(11) Take any other action required by the Contracting Officer in this Notice, in Attachment 1 to this Notice, or in any future written order of the Contracting Officer, or under the Termination clause in the contract.

Settlements with subcontractors. You remain liable to your subcontractors and suppliers for proposals arising because of the termination of their subcontracts or orders. You are requested to settle these settlement proposals as promptly as possible. For purposes of reimbursement by the Government, settlements will be governed by the provisions of FAR Part 49.

Employees affected. (1) If this termination, together with other outstanding terminations, will necessitate a significant reduction in your work force, you are urged to—

(i) Promptly inform the local State Employment Service of your reduction-in-force schedule in numbers and occupations, so that the Service can take timely action in assisting displaced workers;

(ii) Give affected employees maximum practical advance notice of the employment reduction and inform them of the facilities and services available to them through the local State Employment Service offices;

(iii) Advise affected employees to file applications with the State Employment Service to qualify for unemployment insurance, if necessary;

(iv) Inform officials of local unions having agreements with you of the impending reduction-in-force; and

(v) Inform the local Chamber of Commerce and other appropriate organizations which are prepared to offer practical assistance in finding employment for displaced workers of the impending reduction-in-force.

(2) If practicable, urge subcontractors to take similar actions to those described in subparagraph (1) above.

Compensation for Pre-Termination Work and Termination Settlement. The Department will honor its obligation to pay for work satisfactorily performed prior to the effective date of this termination, in accordance with the terms of the contract.

(1) Work performed during May 2025 shall be billed by the contractor in accordance with the terms and conditions of the contract, to include price adjustments for the average month's average On

Board Strength, as well as for staff vacancies. Shutdown work not immediately terminated which is performed during the time period of June 1, 2025 through June 30, 2025 may be billed on a cost reimbursement basis, to include a 1% Management fee.

- (2) The costs of the termination, not including the cost of activities ordered by the Contracting Officer in Attachment 1 of this Notice, or in any future written notice of the Contracting Officer, may be payable, as part of the termination settlement, in accordance with the terms of the termination clause, FAR 31.205-42, and other applicable procurement regulations.

Administration. The Contracting Officer who will be in charge of the settlement of this termination is named below. Completed settlement proposals shall be submitted to the following location:

JCPYFinancialExercise@dol.gov.

Questions. Matters not covered by this notice should be brought to the attention of the undersigned. **All questions related to this notice, both of a contractual and a technical nature, shall be submitted in writing to the following email address:** JobCorpsAssistance@dol.gov.

Acknowledgement. Please acknowledge receipt of this notice as provided below and return by email to Jillian Matz, Senior Director Job Corps Acquisition Services at Matz.jillian@dol.gov

All questions related to this notice, both of a contractual and a technical nature, shall be submitted in writing to the following email address: JobCorpsAssistance@dol.gov.

Sincerely,

Jillian Matz

Digitally signed by
Jillian Matz
Date: 2025.05.29
16:18:17 -04'00'

Jillian Matz
Contracting Officer
Senior Director Job Corps Acquisition Services

Acknowledgment of Notice

The undersigned acknowledges receipt of a signed copy of this notice on _____, 20____.

A signed electronic copy of this notice is returned.

(Name of Contractor)

By

(Name)

(Title)

ATTACHMENT 1 TO NOTICE OF TERMINATION

Contracting Officer's Orders Regarding Orderly Shutdown of Center Operations

As referenced in the Notice of Termination, Section (a) above, the Contracting Officer orders the contractor perform the following activities to effectuate safe, orderly, and prompt shutdown of center operations under the contract:

1. Responsibility to Maintain a Safe Center Environment

- a. During the process of shutting down of operations, the Center Operator must retain staff sufficient to ensure the safety of all students on center and to carry out the Contracting Officer's orders. If a staff member is not necessary to accomplish the shutdown or to comply with the orders of the Contracting Officer, any costs related to their continued employment would be deemed unallowable.

2. Care and Separation of Students

- a. Center Operator must take all necessary steps to ensure students are safely separated and transported to their home of record. For "unaccompanied youth" ages 16-17, center operators must contact the provider (e.g., caseworker, school district homeless liaison, local educational agency, third parties such as private or publicly funded homeless shelters and service providers, social worker, counselor, or support provider) who assisted the student when they enrolled.
- b. No later than COB on Tuesday, June 4, 2025, please submit to your COR a list of any students that will not arrive home by 5 p.m. on June 6, 2025, and the plan and estimated date for their separation and transportation to their home of record.
- c. All Job Corps Centers must do the following prior to students' departure:
 - i. Register each student with the American Job Center nearest to their home of record. For ease of access, go to CareerOneStop at: <http://www.careeronestop.org/LocalHelp/local-help.aspx>.
 - ii. Register each student with their home state's Labor Exchange system. To locate, go to CareerOneStop at: <https://www.careeronestop.org/JobSearch/FindJobs/state-job-banks.aspx>.
 - iii. Discuss with each student about the attached electronic form, "Authorization to Share Job Corps Student Records for Program Eligibility," and its purpose. By signing, the student grants the Department of Labor permission to disclose certain information contained in the Job Corps Student personnel file to assist students in identifying additional job placement, training, educational and other supportive services. Job Corps will also email a copy of the form to each student's jobcorps.org email address. *Centers must ensure that unemancipated minor students' parent/guardian concurs by signing the form.*
 - iv. Place completed, signed forms in the student's eFolder in the Center Information System (CIS) under CTS > **Transitional Services**.
- d. While any student remains on center, in anticipation of a planned separation, the Center Operator must provide the students all basic needs (food, housing, necessary medical care, counseling, etc.)

- e. In the performance of student separation, Centers Operator must adhere to Policy and Requirements Handbook, Section 6.2, R4. Separations, specifically:
 - i. Update all student accomplishments in CIS, including attainment of High School Diploma (HSD), High School Equivalency (HSE), career technical training certifications, and/or career technical training completion.
 - ii. Notify parents/guardians of minor students regarding the student's separation status, date, and scheduled time of arrival home. Such notification must be documented.
 - iii. Provide separating students with originals of any earned credentials and documentation of accomplishments.
 - iv. Verify and update student address and alternate contacts.
 - v. Separate all students using the code Administrative Separation with Reinstatement (ASWR). Students should not be informed of the separation code.
- f. Center Operator must direct students to depart the center with all personal belongings. There should be no expectation of transfer to another center or return to their current center.
- g. Students who are on leave will not be permitted to return to center to gather their personal belongings. Center Operator must pack these belongings and provide for their return to students in the most expedient manner possible.
- h. Every departing student must be told, *"The US Department of Labor has decided to terminate all Job Corps operations contracts at this time. The Department of Labor encourages you to visit your local one stop and has developed a resource page for separated students."*

3. Property

- a. Center Operator must take immediate action to secure valuable, walk-away non-expendable property and equipment in a safe and secure location for long-term storage.
- b. No later than June 13, 2025, Center Operator must update their most recent annual physical inventory and submit this document to their COR and Contracting Officer.
- c. As instructed by the Contracting Officer, transfer title and deliver to the Government all termination inventory, including subcontractor termination inventory that you have the right to take. To settle your termination proposal, it will be necessary to establish that all prime and subcontractor termination inventory has been properly accounted for. For detailed information, see FAR Part 45, Government Property.
- d. While shutdown activities continue, Center Operator must provide property services as outlined in the Policy and Requirements Handbook (PRH) 5.6 Property. The Contracting Officer expects to issue further direction on the retention and disposition of Government property and the cessation of property services.

4. Student Records

- a. Pursuant to [Program Instruction Notice 22-03 Center Records Management](#), by December 31, 2022, all centers fully transitioned from paper records to electronic records maintained in the CIS-3G e-Folder. Student health (and disability) records were also securely scanned by each center's Health and Wellness Center staff and uploaded to the e-Health Folder in CIS-3G. Since December 31, 2022, centers have been required to maintain electronic records. No later than June 13, 2025, contractors must certify in writing to their Contracting Officer's Representative that all regular student personnel records as defined in PRH 6.4, R17. Student Personnel File and Student Health Records (SHR) (i.e., health history and services) have been scanned and uploaded to the student e-Folder.
- b. In addition, Center Operator must follow all records policies and procedures as set forth in PRH 6.4, including storing all hard copy federal records on center in a secure location.

5. Facilities Management

- a. While shutdown activities continue, the Center Operator must provide facility management services as outlined in PRH 5.8 Facility Operations and Maintenance.

6. Security

- a. While shutdown activities continue, the Center Operator must provide safety and security services as outlined in PRH 5.3 Safety and Security. The Contracting Officer expects to issue further direction on the cessation of this work.

All questions related to this notice, both of a contractual and a technical nature, shall be submitted in writing to the following email address: JobCorpsAssistance@dol.gov.